

**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA**

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

USAA GENERAL INDEMNITY COMPANY)
as subrogee of Edgar and Hannah Donwell,)

Plaintiff,

vs.)

JETSON ELECTRIC BIKES LLC; and)
WALMART INC.,)

Defendants.

Case No. _____

GJ-2022-6273

**JURY TRIAL DEMANDED
ATTORNEY LIEN CLAIMED**

DEC 28 2022

RICK WARREN
COURT CLERK

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PLAINTIFF'S ORIGINAL PETITION

Plaintiff USAA General Indemnity Company ("USAA GIC") as subrogee of Edgar and Hannah Donwell, for its causes of action against Defendants Jetson Electric Bikes LLC and Walmart Inc., alleges and states:

THE PARTIES

1. USAA GIC is a property and casualty insurance company domiciled in Texas and authorized to engage in the insurance business in Oklahoma, with its principal place of business at 9800 Fredericksburg Road, D-3-W, San Antonio, Texas 78288. Plaintiff's subrogors, Edgar and Hannah Donwell, are individuals who, at all times relevant hereto, resided in Oklahoma County, Oklahoma at 420 NW 115th Street, Oklahoma City, Oklahoma 73114.

2. Defendant, Jetson Electric Bikes LLC, is a foreign limited liability company, organized and existing under the laws of the State of New York, having its principal place of business in Kings County, New York at 86 34th Street, 4th Floor, Brooklyn, New York 11232. Defendant engages in business in Oklahoma but does not maintain a regular place of business in Oklahoma or a designated agent for service of process in Oklahoma. Defendant has sufficient

BLK Plasma Hoverboard that the Donwells purchased on November 27, 2020 from a Walmart Supercenter store in Oklahoma City, Oklahoma.

15. Upon information and belief, Defendant Jetson designed, manufactured, and/or marketed the hoverboard in question.

16. The hoverboard was being charged at the time of the fire with the charger and charging cable supplied with the hoverboard when it was purchased.

17. While the hoverboard was charging, one of the rechargeable lithium-ion batteries failed and caused the fire.

CAUSES OF ACTION

Strict Products Liability

18. Defendants designed, manufactured, marketed, distributed, and/or sold the product in question, the Jetson model JPLSM-BLK Plasma Hoverboard. Defendants designed and manufactured the hoverboard in a manner that made them defective and unreasonably dangerous because the batteries for the hoverboard failed and caused a fire that resulted in fire and smoke damage to the Donwells' home and their belongings. Defendants also marketed and distributed the hoverboard in a manner that made them defective and unreasonably dangerous because Defendants did not adequately warn of the risks that the batteries for the hoverboard may overheat, explode, and cause a fire. The risk that the hoverboard would overheat and explode before the end of its useful life, a little over one month after its purchase, was not one that the Donwells or any ordinary user would expect. The hoverboard was defective and unreasonably dangerous at the time it left the possession and control of Defendants. Defendants knew or had reason to know that the hoverboard was defective, unreasonably dangerous, and unfit for its ordinary purpose. Defendants failed to properly design, manufacture, and/or market the hoverboard, which resulted